

The above described premises are also conveyed subject to the covenants of Atlantic Mills, Inc. herein which are binding upon it, its successors and assigns as to the use of water of the Presumpscot River which may be dammed up or stored, said covenants being more fully set forth in the said deed of Cumberland Securities Corporation to Atlantic Mills, Inc. dated January 29, 1954.

The above described premises are also conveyed subject to an agreement respecting the height of the dam at Little Falls between E. I. DuPont DeNemours Powder Company and Androscoggin Pulp Company dated July 25, 1913 and recorded in said Registry of Deeds, Book 925, Page 176, to the extent said agreement may affect the premises hereby conveyed.

Excepting and reserving to the Cumberland Securities Corporation, its successors and assigns, the right to construct, erect, repair, replace, respace, operate, maintain and remove an electric line or lines in suitable and convenient locations to be agreed upon, extending from the northerly to the southerly line of the premises hereby conveyed; together with the right to cut, trim and remove such trees, branches and underbrush as in the opinion of Cumberland Securities Corporation, its successors or assigns, will interfere with or endanger the operation of said electric line or lines as they may be constructed along and across the above described premises. The exceptions, reservations, covenants, and rights referred to in this paragraph shall relate and apply only to that portion of the premises herein conveyed which are a portion of the premises conveyed by Mallison Corporation to Lawrence J. Keddy by deed dated July 10, 1974 and recorded at the Cumberland County Registry of Deeds and to no other portion of the premises herein conveyed.

This conveyance is made subject to the right of Lawrence J. Keddy, his heirs and assigns, to construct, erect, repair, replace, respace, operate, maintain and remove an electric line or lines in suitable and convenient locations to be agreed upon, extending from the southerly to the westerly line of the premises hereby conveyed; together with the right to cut, trim and remove such trees, branches and underbrush as in the opinion of said Lawrence J. Keddy, his heirs and assigns, will interfere with or endanger the operation of said electric line or lines as they may be constructed along and across the within conveyed premises.

In the event that the Cumberland Securities Corporation, or said Lawrence J. Keddy, their respective heirs, successors and assigns, shall be unable to construct, erect, operate and maintain their said electric line or lines over, along and across the areas subject to their respective easements because of insufficient space, then Cumberland Securities Corporation and said Lawrence J. Keddy, their respective heirs, successors and assigns, and the Grantee, its successors and assigns, will coordinate facilities as they exist at such time, such coordination to be at the cost and expense of the Cumberland Securities Corporation or said

Lawrence J. Keddy, as the case may be, their respective heirs, successors and assigns.

The Grantor covenants and agrees for itself, its successors and assigns, that it or they will, at the time such locations are agreed upon, upon written request of the Cumberland Securities Corporation or said Lawrence J. Keddy, their respective heirs, successors or assigns, execute and deliver to the Cumberland Securities Corporation or said Lawrence J. Keddy, their respective heirs, successors and assigns, the necessary pole line easements covering the locations agreed upon.

Reserving to the Grantor, its successors and assigns a right in common with others so entitled to pass and repass over, across and along the existing roadway, which starts on Depot Street near the line of land formerly of Lucy Hart and runs southerly and then easterly toward the land of Maine Central Railroad, then turns southerly then westerly around the southerly end of the factory building to run between the factory building and the Presumpscot River, as a means of access to the electric transmission line and the supporting poles thereof near said River, provided, however, that Grantee, his heirs and assigns shall have no obligation to repair or maintain said roadway, and the right to retain, repair and replace in its present location one guy pole and anchors near the property line beside said existing roadway.

Also conveyed herewith and appurtenant to the above described premises is a right of way for vehicles and pedestrians, in common with others over, across and along said existing roadway to the extent it crosses into premises of Lawrence J. Keddy adjacent westerly and southwesterly of the above described premises.

Reference is made to deed to Lawrence J. Keddy (1) from Park Corporation recorded in said Registry of Deeds, Book 3545, Page 141, (2) from Atlantic Mills, Inc. dated October 30, 1961 and recorded in said Registry of Deeds, Book 2641, Page 44 and (3) from Mallison Corporation dated July 10, 1974 and recorded in said Registry of Deeds, and to deed to Grantor from Lawrence J. Keddy of even date herewith and recorded in said Registry of Deeds.

JAN 17 1978

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at 3 H 59M PM, and recorded in

BOOK 41162 PAGE 277 Leah S. Dillita ACTING Register

Registry of Deeds, Plan Book 11, Page 61. Said lot five hundred sixty-seven (567) is situated on Hillcrest Avenue and said lot six hundred thirty (630) is situated on Park Court, and said lots measure each thirty (30) feet in width by ninety (90) feet in depth, and contain each, according to said plan two thousand seven hundred (2700) square feet, more or less. Being the same premises conveyed to Enoch G. Curry by Mary E. Varney by deed dated June 8, 1909, and recorded in said Cumberland County Registry of Deeds, Book 843, Page 108.

Also certain lots or parcels of land situated on Hillcrest Avenue and Park Court in said Portland, to wit:- Lots numbered five hundred sixty-nine (569), five hundred seventy (570), six hundred twenty-seven (627) and six hundred twenty-eight (628), as shown on plan by A. L. Eliot, C. E. of lots at Brighton Avenue Terrace Annex now or formerly belonging to J. W. Wilbur, which said plan bears date August 1, 1907, and is recorded in the Cumberland County Registry of Deeds, Plan Book 11, Page 61. Said lots each measure thirty (30) feet in width by ninety (90) feet in depth, and contain each according to said plan, twenty-seven hundred (2700) square feet, more or less. Being the same premises conveyed to Enoch G. Curry by Louisa A. Merrill by deed dated July 20, 1910, and recorded in said Cumberland County Registry of Deeds, Book 861, Page 474. This conveyance was made subject to the restriction mentioned in deed of Jacob W. Wilbur to said Louisa A. Merrill, viz:- that no shanties or huts shall be built on the lots aforesaid.

Being the same premises conveyed by Ina J. Heatley of said Portland, to the said Ahira W. Bridges, by her deed of mortgage, dated on the 29th day of May, 1944, and recorded in the Cumberland County Registry of Deeds in Book 1744, Page 185; and that such entry was made and possession taken as aforesaid for the avowed purpose of foreclosing said mortgage because of a breach of the condition thereof.

Olive K. Bridges
Olive K. Bridges

Max L. Pinansky
Max L. Pinansky

State of Maine. County of Cumberland, ss.

August 9, 1945.

Signed and sworn to by the said Olive K. Bridges and Max L. Pinansky.

Before me, Mary E. Davis

Justice of the Peace

Received August 17, 1945, at 4h 20m P. M., and recorded according to the original

THIS INDENTURE, made this 25th day of July, 1945, by and between CUMBERLAND SECURITIES CORPORATION, a corporation duly organized and existing under the laws of the State of Maine and having its principal place of business at Portland, in the County of Cumberland, said State, party of the first part, hereinafter sometimes called the "Grantor", and WINDHAM FIBRES, INC., a corporation duly organized and existing under and by virtue of the laws of said State and having its principal place of business at said Portland, party of the second part, hereinafter sometimes called the "Grantee",

Cumber-
land
Securi-
ties
Corp.
to
Windham
Fibres,
Inc.
Deed

VIL RESP00320

353

WITNESSETH

P.D.G.

In consideration of the sum of One Dollar and other valuable consideration paid by said WINDHAM FIBRES, INC., the receipt whereof is hereby acknowledged, the said Cumberland Securities Corporation does hereby give, grant, bargain, sell and convey unto the said WINDHAM FIBRES, INC., its successors and assigns forever, a certain lot or parcel of land with buildings thereon, located in the Town of Windham, at Little Falls, so called, said County and State, more particularly bounded and described as follows:

Beginning in said town of Windham at a point on the easterly side of the Old Gray Road, so called, being the main street in the Village of South Windham, four and one-half ($4\frac{1}{2}$) feet southerly from the southwesterly corner of the old tavern, so called, situated at the southeasterly corner of Depot Street and said Old Gray Road; thence running south $83^{\circ} 53'$ east to the southwesterly corner of land, formerly of William Bickford and now of this Grantor, at an iron pipe set in the ground; thence northerly three and one-half ($3\frac{1}{2}$) rods, more or less, to the southerly side of Depot Street; thence easterly along said Depot Street eighty-nine and one-half ($89\frac{1}{2}$) feet, more or less, to an iron pin set in the ground at land now or formerly of Charles W. Bailey; thence southerly by said Bailey land to the southwesterly corner thereof at an iron pin set in the ground; thence easterly by said Bailey land seventy-four (74) feet, more or less, to the southeasterly corner thereof at an iron pin set in the ground; thence northerly by said Bailey land to the southerly side of Depot Street at an iron pin set in the ground; thence easterly along the southerly side of said Depot Street to the northwesterly corner of land now or formerly of the Hart heirs; thence south $18^{\circ} 30'$ east by the westerly side of said Hart heirs' land one hundred forty-one (141) feet to a concrete monument; thence south $44^{\circ} 25'$ east by said Hart heirs' land seventy-two (72) feet to an iron pin; thence north $72^{\circ} 51'$ east and on line of a fence eight (8) rods ten (10) links, more or less, to the westerly line of land of the Maine Central Railroad Company; thence southerly along said westerly line of said Maine Central Railroad Company land seven hundred (700) feet; thence westerly at right angles to the last mentioned course two hundred thirty (230) feet, more or less, to an iron pipe set in the ground one rod easterly from the top of the bank of the Presumpscot River; thence northerly on a line parallel with the top of said bank and one rod easterly therefrom a distance of four hundred sixty (460) feet, more or less, to an iron pipe set three (3) feet southerly from the southerly face of a concrete building known as the Machine Room Building; thence north $77^{\circ} 23'$ west parallel with and three (3) feet distant southerly from the face of said Machine Room Building two hundred thirty-one (231) feet, more or less, to the base of the southerly foundation wall of the Main Building, so called, at the easterly side of the Wheel House, so called; thence southerly, easterly, southerly, westerly and northerly along the face of the foundation of the Wheel House, so called, to the southerly face of the foundation of the Main Building, at a point where the westerly foundation of said Wheel House

VIL-RESP00321

sects the same; thence westerly along the southerly face of the foundation of said Main Building and the extension thereof to a corner of said foundation; thence northerly along the base of the westerly end of said foundation wall eight (8) feet, more or less, to a point where said base intersects the projection easterly of the southerly faces, at the bases thereof, of the two concrete piers which support the southerly side of said Extension; thence westerly along said projected line forty-three (43) feet, more or less, to the southwesterly corner of the base of the concrete pier which supports the southwesterly corner of said Extension; thence northerly and at right angles to the last mentioned course a distance of nineteen (19) feet, more or less, to a point at the intersection with a straight line projected easterly parallel with and three (3) feet southerly from the southerly side of Storehouse No. 3; thence westerly along said last mentioned projected line to the easterly side of the Old Gray Road; thence northerly along the easterly side of the Old Gray Road to the point of beginning.

Together with all the Grantor's right, title and interest in and to the land to the center lines of any streets or roads adjoining said premises; also the right to have the balcony which is annexed to the southerly wall of the concrete building, so called, as said balcony is now constructed and located, project over the land of the Grantor; also all personal property owned by the Grantor which is located on the above described premises at the date hereof.

Meaning and intending to convey a portion of the premises conveyed to this Grantor by Robert Gair Company, Inc. by deed dated March 7, 1940, recorded in Cumberland County Registry of Deeds, Book 1601, Page 95. The above described premises are conveyed expressly subject to all the exceptions and reservations as the same are specifically set forth in said Robert Gair Company, Inc. deed; also the agreement dated July 25, 1913 between E. I. DuPont de Nemours Powder Company and Androscoggin Pulp Company, respecting the dam at Little Falls, to the extent that said agreement may remain in force; also sidetrack agreement with the Maine Central Railroad Company; and any state of facts which an accurate survey would show.

Excepting from this conveyance a triangular piece of land containing 5,580 square feet, more or less, adjoining the westerly line of said Maine Central Railroad Company, which was conveyed by Samuel D. Warren, et al, surviving trustees, to Portland and Ogdensburg Railroad by deed dated September 30, 1908, recorded in said Registry, Book 823, Page 396.

Also excepting from this conveyance a pole line easement between this Grantor and Central Maine Power Company, dated October 6, 1944, recorded in said Registry, Book 1759, Page 348.

Excepting and reserving to the Grantor, its successors and assigns, all riparian rights (exclusive of any flowage rights other than those excepted and reserved in the following paragraph) and all rights of every kind and nature in and to the waters of the Presumpscot River, including without limitation of the foregoing the exclusive right to use, lower, discharge and divert the waters of said River and any of its tributaries at any and all times without restriction or liability of any

F.D.G. kind as may be deemed desirable by the Grantor and without liability for any damage which may be caused by drouth, flood or uneven handling of said waters.

Also excepting and reserving as aforesaid the perpetual right and easement to overflow and flood the above described premises as the same may be overflowed and flooded by means of the present dam as the same is now constructed across the Presumpscot River at Little Falls, so called, or any renewals or replacements thereof, or any dam constructed at or near the location of the present dam with a total effective height, including flashboards, of an elevation of 110, which is 1.66 feet below a benchmark located at the southwesterly corner of the concrete wall of the Wheel House shown on Plan entitled "Plan of Property covered in Deed to Windham Fibres, Inc. from Cumberland Securities Corporation" dated July 17, 1945, which said Plan is to be recorded in the Cumberland County Registry of Deeds.

Also excepting and reserving as aforesaid the right to land and construct a dam, with or without flashboards, against the southerly wall and foundation of said Main Building and/or the Extension thereof and the westerly wall and foundation of said Wheel House; also the right to maintain and repair at the points of contact with said walls and foundations any dam as now or hereafter constructed, including flashboards; also the right to face up with masonry to the height and thickness deemed desirable by the Grantor said wall and foundation of said Main Building and the Extension thereof, including its westerly wall and foundation, and said westerly wall and foundation of said Wheel House, expressly including the right to face up to the level of the basement floor of said Extension the section of the foundation wall of said Extension which runs under the same; also the right to cover up with masonry any or all of the lower windows in the southerly wall of said Main Building, the southerly and westerly walls of said Extension and the westerly wall of said Wheel House; also the right to maintain and repair said facing, but without obligation on the part of the Grantor to maintain or repair the same or the wall or foundation walls to which said facing may be affixed; also the right to block off and fill in and keep blocked off and filled in each of the penstocks running under the buildings hereby conveyed; also the right to fill in up to the basement floor levels the space behind and adjacent to the inner side of the southerly foundation and wall of said Main Building, said Extension (expressly including the right to fill in with masonry the space behind and adjacent to that section of the foundation wall of said Extension which runs under said Extension) and the westerly foundation and wall of said Wheel House to the extent deemed desirable by the Grantor to reinforce the same adequately in connection with its operation and maintenance of the present dam as the same is now constructed, including flashboards, or any other dam including flashboards which may be constructed at or near Little Falls, so called; also the right to maintain said fill but without obligation on the part of the Grantor to maintain the same or the walls and foundation walls which said fill is designed to reinforce. Said rights may be exercised by sluicing in fill through the lower windows of said Main Building, said Extension or said Wheel House and down through openings which may be cut in the basement floors of said buildings.

VIL_RESP00323

Also excepting and reserving as aforesaid the right to enter upon the above described premises for the purpose of constructing, operating and maintaining its said dams and appurtenances connected therewith and to repair, replace and maintain such part of the southerly and westerly walls of said Main Building and the Extension thereof and the Wheel House as may be necessary in the opinion of the Grantor to enable it to efficiently operate its said dam or any other dams constructed at or near Little Falls, so called; provided that the exercise of said right shall not unreasonably interfere with the operation and use by the Grantee of the premises hereby conveyed.

Also excepting and reserving as aforesaid the right to pass and repass for any and all purposes to and from Depot Street to any point on said one-rod strip located along the easterly bank of the Presumpscot River and/or to its dam constructed at said Little Falls along the two rights of way as the same are now located from Depot Street, and through the buildings as the same now are or hereafter may be constructed upon the above described premises along suitable and convenient rights of way to be designated by the parties hereto.

Also excepting and reserving as aforesaid the perpetual rights and easements to erect, repair, rebuild, operate and patrol electric transmission and distribution lines consisting of suitable and sufficient poles and/or towers with sufficient foundations, together with wires strung upon and extending between the same for the transmission of electric energy, together with all necessary fixtures, cross-arms, braces, anchors, wires and guys over and along (1) a strip of land 100 feet in width and extending from the southerly boundary of the above described premises on the easterly side of the Presumpscot River to a point 25 feet distant northerly from the Grantor's substation as the same is now constructed on the easterly side of said Presumpscot River, the westerly boundary of said strip to be $37\frac{1}{2}$ feet distant westerly from the center line of the present transmission line of the Grantor as the same is now constructed and the easterly boundary to be $62\frac{1}{2}$ feet distant easterly from the center line of said transmission line as now constructed; and (2) a strip of land 100 feet in width extending in a westerly direction from said substation or from some suitable and convenient point on the aforesaid pole line to the easterly line of the premises hereby conveyed; also the right to cut, trim and remove such trees, branches and underbrush as will in the opinion of the Grantor, its successors or assigns, interfere with or endanger the operation of said electric lines; also the right to cut, trim and remove any tall trees located outside either of said strips which in falling would in the opinion of the Grantor, its successors or assigns, interfere with or endanger the operation of said lines.

Also excepting and reserving as aforesaid the perpetual rights and easements (1) to operate, repair, replace and maintain the Grantor's said substation as the same is now located; (2) to operate, repair, rebuild and maintain the Grantor's distribution line as the same is now constructed extending from its substation to the southerly wall of the Grantee's building, including the fixtures attached to said building; (3) to erect, operate, repair, rebuild and maintain a distribution line to

be located from the Grantor's said substation northwesterly to the Grantee's building; and (4) to enter upon the above described premises for the purposes of constructing, operating and maintaining said substation and pole lines.

Also excepting and reserving as aforesaid that part of the dam constructed across the Presumpscot River at Little Falls, so called, as is located on the above described premises.

U.S.I.R.
\$7.15
7/25/45
E.D.Q.

TO HAVE AND TO HOLD the above described premises with all the privileges and appurtenances thereto belonging to the said Windham Fibres, Inc., its successors and assigns, to its and their own use and behoof forever, except as aforesaid; subject, however, to the covenants and agreements hereinafter contained.

AND the said Grantor Corporation does hereby covenant with the said Grantee, its successors and assigns, that it is lawfully seized in fee of the premises; that they are free of all incumbrances, except as aforesaid; that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

AND for the consideration aforesaid the said Windham Fibres, Inc. hereby covenants and agrees for itself, its successors and assigns, as follows:

(1) That no matter reasonably objectionable to the Grantor shall be dumped or thrown into or suffered to pass into the Presumpscot River from the premises hereby conveyed.

(2) That the Grantee shall indemnify and hold harmless the Grantor, its successors and assigns, from any and all damage resulting directly or indirectly to property of the Grantee from the excavation for and construction of any dam or dams which may be built at or near said Little Falls to a height with flashboards not to exceed an elevation of 110, which height is 1.66 feet below a benchmark located at the southwesterly corner of the concrete wall of the Wheel House shown on said Plan, except for such damage as may result directly from the gross or wilful negligent acts of the Grantor.

It is mutually understood and agreed that a certain lease made by and between the parties hereto as of January 1, 1945, is hereby cancelled and deemed to be null and void and of no effect.

Nothing in this Indenture contained shall be deemed to give anyone other than the Grantee, its successors or assigns, any rights either at law or in equity against the Grantor, its successors or assigns.

The provisions of this Indenture shall be binding upon and inure to the benefit of the successors and assigns of Cumberland Securities Corporation and Windham Fibres, Inc. wherever the context permits.

IN WITNESS WHEREOF, said Cumberland Securities Corporation has caused its corporate name to be signed and its corporate seal affixed by Fred D. Gordon, its President, hereunto duly authorized, and the said Windham Fibres, Inc. has caused its corporate name to be signed and its corporate seal affixed by Gustav Machlup, its Treasurer.

VIL_RESP00325

urer, hereunto duly authorized, all as of the day and year first above written.
Signed, Sealed and Delivered in Presence of

CUMBERLAND SECURITIES CORPORATION

CORPORATE SEAL

Fred C. Scribner, Jr.

By Fred D. Gordon, President

WINDHAM FIBRES, INC. CORPORATE SEAL

Fred C. Scribner, Jr.

By Gustav Machlup Treasurer

STATE OF MAINE,

Cumberland, ss.

July 25, 1945.

Personally appeared the above named Fred D. Gordon, President of Cumberland Securities Corporation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Cumberland Securities Corporation. Before me, Fred C. Scribner, Jr.

Justice of the Peace

STATE OF MAINE,

Cumberland, ss.

July 25, 1945.

Personally appeared the above named Gustav Machlup, Treasurer of Windham Fibres, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Windham Fibres, Inc.

Before me, Fred C. Scribner, Jr.

Justice of the Peace

Received August 17, 1945, at 4h 35m P. M., and recorded according to the original

KNOW ALL MEN BY THESE PRESENTS THAT WINDHAM FIBRES, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Maine and having its principal place of business at Portland, in the County of Cumberland and said State, in consideration of Twelve Thousand Five Hundred Dollars (\$12,500) paid by MAINE STEEL, INC. a corporation duly organized and existing under and by virtue of the laws of said State and having its principal place of business at said Portland, the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey unto the said Maine Steel, Inc., its successors and assigns forever, the lot or parcel of land with the buildings thereon located in the Town of Windham at Little Falls, so-called, in said County and State, which was acquired by the Grantor under and pursuant to the terms of a certain indenture between the Grantor and Cumberland Securities Corporation, dated July 25, 1945, and recorded in Cumberland County Registry of Deeds on August 17, 1945.

This conveyance is made subject to all the covenants, restrictions, reservations, easements and impairments of title set forth and described in said indenture of trust.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all privileges and appurtenances thereof to the said MAINE STEEL, INC., its successors and assigns, to its and their own use and behoof forever, and the Grantor does covenant with the

Windham
Fibres,
Inc.
to
Maine
Steel,
Inc.
Mort.

Discharge
Book 2146
Page 460

2641

44

Atlantic
Mills
Inc

to

Keddy

Q C

2641
44

KNOW ALL MEN BY THESE PRESENTS that ATLANTIC MILLS, INC.
a Corporation organized and existing under the laws of the
Commonwealth of Massachusetts and located at Windham in the
County of Cumberland and State of Maine in consideration of
One Dollar (\$1.00) and other valuable considerations paid by
LAWRENCE J. KEDDY of South Windham, Maine, the receipt of which
is hereby acknowledged, does hereby REMISE, RELEASE, BARGAIN,
SELL AND CONVEY, and forever QUIT-CLAIM unto the said LAWRENCE
J. KEDDY, his heirs and assigns forever three certain lots or
parcels of land with the buildings thereon, situated in the
Towns of Windham and Gorham, County of Cumberland and State of
Maine, together with the dam thereon and the mill privileges
appurtenant thereto, described as follows:

First: A certain lot or parcel of land with the buildings
thereon and with part of the dam thereon, located at
Little Falls, in the Town of Windham on the Easterly side
of Main Street, formerly known as the Old Gray Road,
bounded and described as follows: Beginning at a point
on the Easterly side of said Main Street, said point being
one hundred seventy-five (175) feet Southerly of the
Southwesterly corner of land now or formerly of Robert
Miele, et al, said point also being the southwesterly
corner of land now or formerly of Keddy Manufacturing Co.;
thence Easterly by land of Keddy Manufacturing Co. three
hundred seventy (370) feet, more or less, on a course
which intersects the face of the Westerly foundation of
the main factory building of the said Keddy Manufacturing
Co. at a right angle thereto; thence Southerly along the
said face of the Westerly foundation thirty (30) feet,
more or less, to a corner of said foundation; thence
Easterly by the face of the Southerly foundation of said
building a distance of three hundred (300) feet to a point;
thence Southeasterly three hundred (300) feet by land of
Keddy Manufacturing Co. to a point which is located one
hundred fifty (150) feet Westerly of land now or formerly
of the Maine Central Railroad, said distance being measured
at a right angle to said railroad land; thence Easterly
one hundred fifty (150) feet by land of Keddy Manufacturing
Co. to said railroad land; thence Southerly by said rail-
road land one hundred (100) feet, more or less, to a point
and land now or formerly of the Cumberland Securities
Corporation, said point also being the Southeasterly
corner of land conveyed by said Cumberland Securities
Corporation to Windham Fibres, Inc. by deed dated July 25,
1945, recorded in Cumberland County Registry of Deeds,
Book 1787, Page 353; thence by land now or formerly of the
Cumberland Securities Corporation Westerly to the thread
of the Presumpscot River; thence Northerly and Westerly by
said thread to a point in the Southerly extension of the
Easterly side line of said Main Street; thence Northerly by
said extension and by the Easterly side line of Main Street

VIL_RESP00327

44

to the point of beginning; including herewith all right, title, and interest of the Grantor in and to land extending to the center line of any streets or roads adjoining said premises.

This conveyance is made subject to the right of the said Keddy Manufacturing Co., its successors and assigns to have the office balcony which is now annexed to the Southerly wall of the said main factory building project over the land conveyed to the Grantee herein; and subject to a right of way for vehicles and pedestrians thirty (30) feet in width extending Easterly from Main Street from the point of beginning, above described, a distance of three hundred seventy (370) feet, more or less, to a doorway located in the Westerly foundation of the said main factory building.

Second: A certain lot or parcel of land with the buildings and part of the dam thereon situated at Little Falls in the Town of Gorham, bounded and described as follows: Beginning at a point on the Easterly side of said Main Street at the Northwestern corner of land now or formerly of Louis E. Brackett, et al; thence Easterly by said Brackett land one hundred ninety-two (192) feet, more or less, to a corner; thence Southerly by said Brackett land eighty-three (83) feet, more or less, to land now or formerly of George N. Sferes; thence Easterly and Southerly by said Sferes land to land of Eugene Hawkes; thence by Hawkes land Easterly to the thread of the Presumpscot River; thence Northerly and Westerly by said thread to a point in the Northerly extension of the Easterly side line of said Main Street; thence Southerly by said extension and by said Easterly side line of Main Street to the point of beginning; including herewith all right, title, and interest of the Grantor in and to land extending to the center line of any streets or roads adjoining said premises.

Excepting and reserving the rights of the South Windham Public Library, or Trustees thereof, in buildings occupied by them and in the land on which they are erected, and the right of access thereto Easterly from said Main Street.

Third: All right, title and interest in any and all land which may lie Westerly of Main Street in the Towns of Windham and Gorham, and which was conveyed by Robert Gair Co., Inc. to Cumberland Securities Corporation by deed dated March 7, 1940 and recorded in said Registry of Deeds, Book 1601, Page 95. Excepting, however, the premises and sewer right of way conveyed by Cumberland Securities Corporation to Julia L. Siciliano by deed dated April 29, 1941, recorded in said Registry of Deeds, Book 1637, Page 119, but conveying the flowage rights reserved to the Grantor therein.

Also conveying to the Grantee, his heirs and assigns, all the Grantor's right, title, and interest in and to the bed of the said river and the right to use the waters of said river where the same adjoins all premises hereby conveyed, and all rights of flowage appurtenant to these premises.

The premises hereby conveyed are subject to the right and easement of the Central Maine Power Company, its successors and assigns, to repair, replace and maintain any and all of its

transmission and distribution lines as are now located along and across said premises and the right of said Central Maine Power Company, its successors and assigns, to overflow and flood the above described premises as may be overflowed and flooded by means of its dam at Mallison Falls all as set forth in deed of Cumberland Securities Corporation to the Grantor herein dated January 29, 1954, recorded in said Registry of Deeds, Book 2167, Page 245.

The above described premises are also conveyed subject to the covenants of the Grantor herein which are binding upon it, its successors and assigns as to the use of water of the Presumpscot River which may be dammed up or stored, said covenants being more fully set forth in the said deed of Cumberland Securities Corporation to the Grantor herein dated January 29, 1954.

The above described premises are also conveyed subject to an agreement respecting the height of the dam at Little Falls between E. I. DuPont De Nemours Powder Company and Androscooggin Pulp Company dated July 25, 1913 and recorded in said Registry of Deeds, Book 925, Page 176, to the extent said agreement may still be in effect.

Being a portion of the premises conveyed to the Grantor by Cumberland Securities Corporation by deed dated January 29, 1954, and recorded in said registry of Deeds, Book 2167, Page 245, and by Irving Fox, et al, by deed dated August 19, 1954, recorded in said Registry of Deeds, Book 2192, Page 14.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging to him, the said LAWRENCE J. KEDDY, his heirs and assigns forever.

IN WITNESS WHEREOF, the said ATLANTIC MILLS, INC. has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Lawrence J. Keddy its President and/ ^{Treasurer} thereunto duly authorized, this 30th day of October in the year one thousand nine hundred and sixty-one.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

ATLANTIC MILLS, INC.

Lawrence J. Keddy

By Lawrence J. Keddy
Its President & Treasurer

STATE OF MAINE)
: ss.
CUMBERLAND)

October 30, 1961.

Personally appeared the above named Lawrence J. Keddy President and Treasurer of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

Lawrence J. Keddy
Justice of the Peace

STATE OF MAINE
CUMBERLAND, ss.

REGISTRY OF DEEDS

Received at 2 H-30 M. P. M on OCT 31 1961 and recorded in
Book 2671 Page 44

Attest

Register

VIL_RESP00329